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#### Contract Database Metadata Elements

Title: **Fayetteville, Village of and Manlius Professional Firefighters Association, International Association of Fire Fighters (IAFF), Local 3316 (2007) (MOA)**

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Union: **Manlius Professional Firefighters Association, International Association of Fire Fighters (IAFF)**

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**AGREEMENT**

**Between the**

**Village of Fayetteville**

**And**

**The**

**Manlius Professional Firefighters Association**

**Local 3316**

**March 1, 2007 to February 28, 2011**

**RECEIVED**

AUG 05 2008

**NYS PUBLIC EMPLOYMENT  
RELATIONS BOARD**

## **FAYETTEVILLE PROFESSIONAL FIREFIGHTERS UNIT AGREEMENT**

Agreement made by and between the Village of Fayetteville (the "Village") and the Manlius Professional Firefighters Association, Local 3316 (the MPFA).

### **Recognition**

- Section 1.1** In or about September 2000, the Manlius Professional Firefighters Association Local 3316 ("MPFA") filed a petition with the New York State Public Employment Relations Board ("PERB") seeking to represent a unit of employees of the Village of Fayetteville ("Village"). The unit was certified by PERB on March 5, 2001.
- Section 1.2** The Village hereby acknowledges that the MPFA shall be the sole and exclusive bargaining representative for the purpose of establishing salaries, wages, hours, and other terms and conditions of employment as defined in § 201(4) of the Civil Service Law, for members of the defined bargaining unit.
- Section 1.3** The MPFA represents those employees of the Village holding a regular, full-time position of "Firefighter/EMT". All other Village officers and employees shall be excluded from the bargaining unit, including but not limited to employees in a position other than "Firefighter/EMT", and all part-time, temporary, seasonal, and casual employees.
- Section 1.4** When new titles are created by the Village that appear to be within the scope of the MPFA's collective bargaining unit or when existing positions are reclassified pursuant to Civil Service Law, the Village will consult with the MPFA to determine whether the new or reclassified title should be included in the bargaining unit. If the parties cannot agree on the unit status of a title, the matter may be referred to PERB for determination.

### **Exclusivity**

- Section 2.1** The MPFA shall have the right to represent employees in the defined bargaining unit in any and all proceedings under the Public Employees' Fair Employment Act, and under any other applicable law, rule, regulation or statute, under the terms and conditions of this Agreement; to designate representatives and to appear before appropriate officials of the Village to affect such representation, unless otherwise provided by law, to direct, manage, and govern its own affairs; to determine those matters which the membership wish to negotiate and to pursue these objectives free from any unlawful interference, restraint, coercion or discrimination by the Village. The MPFA shall have the right to pursue any matter or issue in any court of competent jurisdiction, whichever is appropriate, unless it is expressly and specifically abridged, delegated or modified by this Agreement, or unless otherwise provided by law.

### **Unchallenged Representation**

- Section 3.1** The Village and MPFA Local 3316 agree, pursuant to Section 208 of the Civil Service Law, that MPFA shall have unchallenged representation status for the maximum period permitted by law on the date of execution of this Agreement.

## **No Strikes, No Lockouts**

**Section 4.1** It is recognized that there is a need for continued and uninterrupted service to the citizens of the Fayetteville Fire District.

**Section 4.2** The MPFA, for itself and on behalf of the employees it represents, hereby affirms that it does not have the right to strike against the Village, to assist or participate in any such strike, or to impose an obligation on its membership to conduct, assist or participate in any such strike.

**Section 4.3** The Village agrees that it will not lockout its paid employees of the Fire Department. It is understood, however, that the Village retains the right to lay off personnel of the Fire Department for economic or other legitimate reasons.

## **Compensation**

### **Section 5.1 Computation of Hourly Rate**

The regular hourly rate for all Civil Service Firefighter/Emergency Medical Technicians shall be derived by the following formula: annual salary divided by fifty-two (52) weeks, divided by forty-two (42) hours.

### **Section 5.2 Salaries**

- (a) Effective March 1, 2007, each employee in the bargaining unit shall receive a 2.0% increase to his/her base salary. Each employee shall additionally receive a 3.5% increase to his/her base salary effective upon reaching the employee's anniversary date falling between March 1, 2007 and February 28, 2008. Each employee shall additionally receive a 4.0% increase to his/her base salary effective upon reaching the employee's anniversary date falling between March 1, 2008 and February 28, 2009. Each employee shall additionally receive a 4.0% increase to his/her base salary effective upon reaching the employee's anniversary date falling between March 1, 2009 and February 28, 2010. Each employee shall additionally receive a 4.0% increase to his/her base salary effective upon reaching the employee's anniversary date falling between March 1, 2010 and February 28, 2011.
- (b) Each employee covered by this Agreement who is still on the Village's active payroll as of the beginning of the payroll period immediately following the ratification of this Agreement by the Village's Board of Trustees shall receive a retroactive payment computed upon the difference between his/her new base salary level(s) effective March 1, 2007 and thereafter for those hours or periods actually compensated, including overtime, if any, running from March 1, 2007 to the time when the new base salary adjustments under this Agreement are implemented.
- (c) The minimum starting salary level for new employees in the bargaining unit shall be as follows:

\$37,200 effective March 1, 2007

\$38,400 effective March 1, 2008

\$39,600 effective March 1, 2009

\$40,800 effective March 1, 2010

**Section 5.3 Overtime Pay**

- (a) For overtime pay purposes, the Village has designated an 8 day work period pursuant to 207k of the Fair Labor Standards Act (FLSA). Any full-time employee working hours for which they are not scheduled, shall receive one and one-half (1½) times their regular hourly rate for all such hours worked including education and training.
- (b) Effective upon the ratification of this Agreement, if an employee is required to work beyond the end of his/regular shift, he/she shall receive a minimum of one-half (1/2) hour's work or pay at the employee's overtime rate of pay.

**Section 5.4 Staff Recall**

When an employee, after leaving his/her place of work, is called in and reports for work other than during his/her regular scheduled work time, the employee shall be guaranteed a minimum of three (3) hours work or a minimum of three (3) hours compensation.

**Section 5.5 Longevity Pay**

- (a) Effective upon the ratification of this Agreement, in addition to an employee's regular compensation rate, each regular full-time employee covered by this Agreement shall receive longevity payments based upon his/her years of service with the Village. For the purpose of this Article, "years of service" shall be defined as an employee's length of continuous employment with the Village running from the employee's original date of hire as a regular full-time employee, as adjusted by the subtraction of any unpaid leave time whether authorized or not.
- (b) Longevity payments shall not be included in base salary and will be made in equal installments each pay day in accordance with the following schedule:

<u>Completed Years of Continuous Service</u>	<u>Annual Longevity Pay</u>
After 10 years	\$750
After 18 years	An additional \$750

**Section 5.6 Officer-In-Charge Pay**

For each hour that an employee covered by this Agreement is designated by the Fire Chief, or authorized designee, as the Officer-in-Charge, he/she shall receive a premium payment of \$2.50 per hour in addition to his/her regular hourly rate of pay, provided, however, that said designation is for the entirety of the employee's regular shift. Further, the employee must actually perform the duties associated with the Officer-in-Charge designation to be eligible for said pay.

## **Probationary Employees**

**Section 6.1** Probationary periods will be administered in accordance with the provisions of the Onondaga County Civil Service Rules.

## **Payroll**

### **Section 7.1 Issuing and Dating of Checks**

Paychecks issued to employees will be dated and, absent unavoidable circumstances, issued no later than 3:00 p.m. the Thursday after the end of the payroll period.

### **Section 7.2 Payment of Overtime**

Payment of overtime compensation shall be made on the Thursday following any overtime accumulation through 0730 hours the preceding Sunday.

### **Section 7.3 Deductions for Employee Credit Unions**

Employees shall be afforded the right of payroll deduction for any credit union made available by the Village to the unit's members. The Village shall have the sole right to determine the procedures for starting and halting any such individual deduction.

### **Section 7.4 Direct Deposit**

- (a) The Village will make a direct deposit payroll program available to all employees covered by this Agreement. Employees who wish to participate in the direct deposit program shall specify in writing, pursuant to a direct deposit authorization form promulgated by the Village Clerk/Treasurer's office, a participating financial institution for direct deposit in a single account of the full net amount of the employee's paycheck.
- (b) An employee's voluntary participation in the direct deposit payroll program will constitute an agreement authorizing the Village to initiate, if necessary, debit entries and adjustments to the employee's account for any wage and salary overpayment made in error through direct deposit. The Village will provide notice of any such action to the employee, an explanation of the error made, and the plans to rectify the mistake. Any plan of recoupment shall be reasonable based upon the totality of the circumstances including but not limited to the amount and duration of the overpayment. The employee's authorization to participate in direct deposit will continue in effect until the employee indicates in writing to the Village Clerk/Treasurer's office that he/she wishes to discontinue direct deposit.

### **Section 7.5 Deferred Compensation Plan**

The Village shall maintain a Deferred Compensation Plan under Section 457 of the Internal Revenue Code, with operating procedures to be determined by the Village in accordance with IRS regulations, whereby a portion of an employee's salary may be voluntarily withheld and invested on a tax preferred basis. A description of the plan may be obtained from the Village Clerk-Treasurer.

## **Agency Fee**

**Section 8.1** Subject to the provisions of § 208(3)(b) of the Public Employees' Fair Employment Act, the Village agrees to deduct from the pay of each employee who is a member of the bargaining unit, but who is not a member of the MPFA, an amount equivalent to the MPFA dues that are authorized, levied and collected from the general membership. Such agency fee payers shall have available through the MPFA a fair and equitable refund procedure for amounts of the agency fee which represent the employee's pro rata share of expenditures by the MPFA in aid of activities or causes of a political or ideological nature only incidentally related to terms and conditions of employment.

## **Employee Development and Training**

### **Section 9.1 Statement**

The Village and MPFA Local 3316 hereby reaffirm their commitment to increased productivity, maintaining standards of certification, upward career mobility, and general development opportunities.

### **Section 9.2 Education and Training**

- (a) The Village will continue to provide, at no cost to the employee, the training and education required for his/her job, as determined by the Fire Chief, or his designee. This provision shall include, but not be limited to, refresher courses, conferences, seminars, and all required course materials, and other such programs as employees may be authorized to attend by the Fire Chief or the Village of Fayetteville Board of Trustees. Employees will make every effort to attend such programs while on duty. In the event an employee is required to attend a training program while off duty, the employee shall receive compensation at a rate of one and one-half (1½) times their regular hourly rate for the actual time in attendance at the course or program.
- (b) Any employee involved in an educational or training program, in order for the employee to fulfill his/her job description/title, when such program shall cause the employee to be absent from their job, shall not suffer any loss of pay for the absence. In addition, it shall not be the responsibility of the employee to find a replacement for such absence but shall be the responsibility of the authority assigned the task of scheduling.
- (c) Employees must comply with all annual training including but not limited to OSHA, CME's and other training determined by the chief.
- (d) In the event that the Village is required to provide the recruit firefighter training and/or initial paramedic training for an employee of the Fire Department, and in the event the employee resigns from the Village's employment, or is discharged, within the first five (5) years of his/her employment, the employee shall reimburse the Village for all expenses, as defined below, paid by the Village during, or in conjunction with, such training according to the following prorated schedule:

#### Length of Employment

#### Reimbursement of Expenses

Up to 1 year

50%

1 – 2 years	40%
2 – 3 years	30%
3 – 4 years	20%
4 – 5 years	10%
After 5 years	0%

Expenses subject to reimbursement include travel costs (such as lodging, mileage and meals), books, tuition and fees. If the Village resorts to legal recourse to obtain such reimbursement, the employee shall additionally be responsible for the Village's attorneys' fees, costs and disbursements, if any.

- (e) Effective upon the ratification of this Agreement, employees who have completed at least five (5) years of service with the Village shall be eligible for educational assistance, as limited to tuition expenses, for approved college level coursework at any accredited college or university approved by the Village Board at the rate of 100% reimbursement but not to exceed \$500 per employee per calendar year. Coursework must be job-related or required for a formal job-related degree in subjects pertaining to Fire Science, Emergency Management or Public Administration. Each request for educational assistance must be submitted in writing to the Fire Chief, or his/her designee, in advance of undertaking such coursework, on a standard form prescribed by the Village. The Village shall provide written notification of conditional approval or disapproval to the employee within thirty (30) days after receiving such request.

The Village will reimburse the employee as soon as practical upon the employee's successful completion of the course, which shall be defined as a grade of B or higher (or GPA equivalent), or a passing grade in a pass/fail course, and submission of proof of payment or proof of the employee's financial responsibility for the coursework.

**Section 9.3** The person responsible for scheduling shall make a reasonable effort to ensure that an employee, who must take an Emergency Medical Technician exam, either new certification or refresher, is not required to work the shift immediately preceding the exam for which the employee is scheduled to take.

## **Safety and Health**

### **Section 10.1 Statement**

The Village and the MPFA remain committed to providing and maintaining safe working conditions, and to initiating and maintaining operating practices that will safeguard employees, in an effort to eliminate the potential of on-the-job injury/illness and resulting Workers' Compensation claims.



The Village and MPFA will cooperate in the identification of safety hazards, will work mutually toward their elimination or control and strive to insure compliance with safety guidelines and policies established in the interest of providing a safe and healthful workplace.

**Section 10.2 Personal Protective Equipment**

The Village shall supply personal protective equipment designed to protect the employee from potential hazard or injury, which is officially required by the fire department, for use by employees. This equipment will include but is not limited to: helmet, gloves, boots, bunker pants, coat, eye protection, and nomex hood. Where such equipment is required and issued, employees are required to use the equipment. All equipment must meet or exceed current standards for the fire service as determined by the Occupational Safety and Health Administration (OSHA), National Fire Protection Association (NFPA), or other recognized authority on the date of issue.

**Section 10.3 Smoking in the Workplace**

With regard to the issue of smoking in the workplace, the Village and MPFA agree to a smoke free environment.

**Section 10.4 Hepatitis Vaccinations**

Pursuant to OSHA standards, the Village agrees to provide, free of charge, to any employee requesting them, the complete series of Hepatitis B Vaccines. The Village shall also provide, free of charge to the employee, a base line Hepatitis C blood screen in the event of an exposure.

**Section 10.5 Tuberculosis Testing**

All employees shall be annually tested, at the Village expense, for Tuberculosis.

**Section 10.6 Toxic Substance Exposure**

Employees who are directly exposed to toxic substances as a result of an accident, an incident, or a discovery previously undetected by the Village or the employees, will have the opportunity to be medically screened, as appropriate, at Village expense. Such medical screening will be offered provided commonly accepted scientific evidence exists to indicate the amount of exposure presents a clear and present danger to the health of the affected employee.

**Section 10.7 Annual Physicals**

All full-time employees shall have provided annual physicals, in compliance with NFPA Standard 1582. Employees may elect to have their personal physician complete this physical, however, the Village will only reimburse the employee the cost of the physical provided by the Village.

**Civil Service Examinations**

**Section 11.1 Time Off Before Civil Service Examinations**

The Fire Chief shall make reasonable effort to ensure that an employee, who must take a Civil Service test, is not required to work during the eight (8) hour period

immediately prior to the time at which the employee is scheduled to report for such test, as staffing needs permit.

### **Workday/Workweek**

**Section 12.1** This article is intended to define the normal hours of work in effect at the time of execution of this Agreement, and establishes the basis for the calculation of overtime pay. It is not, however, a guarantee of hours of work per day, work period, month or year. It is not intended to establish a right to compensation in any form for time not worked except as specifically provided for elsewhere in this Agreement. Nothing contained herein shall be construed as preventing the Village from restructuring the normal workday or workweek for purpose of promoting the efficiency of municipal government and establishing the work schedules of employees.

**Section 12.2** The Village shall establish the work schedule for all employees covered by this Agreement, which may be changed by the Village as circumstances warrant. While the Village will be the sole determinant of any changes, prior to implementing any change the Village will give the affected employees a thirty (30) day notice.

**Section 12.3** As a general rule, the normal duty cycle shall be a consecutive eight (8) day period consisting of four (4) workdays totaling forty-eight (48) hours on duty, and four (4) days off duty. The normal workday shall consist of ten (10), twelve (12), or fourteen (14) hours.

**Section 12.4** Notwithstanding the above, the Fire Chief, or his/her designee, may at his/her discretion, grant the request of any two (2) employees to exchange tours of duty or days off, or exchange his/her shift into the "open" shift without a change in pay provided that, in the opinion of the Fire Chief or his/her designee: (a) they are equally capable to perform each other's respective jobs; (b) they are able and willing to make the exchange; (c) the exchange will not result in extra overtime payments; and (d) there has been no abuse of this privilege or circumvention of the Village's right to direct and deploy the work force in the interest of public safety. Any change in shifts must be noted on the employee's timecard.

### **Uniforms**

**Section 13.1** The Village shall pay for uniforms for those employees who are required by the Village in its discretion to wear uniforms as a condition of employment. The Village shall determine the style, color and nature of the uniform components in accordance with National Fire Protection Association regulations. The Village shall determine the manner and means by which uniforms are provided and maintained. Uniforms will be ordered by the Fire Chief or his/her designee.

**Section 13.2** The Village shall repair or replace eye glasses, contact lenses, dentures or wrist watches that are lost, damaged or destroyed in the line of duty without fault or negligence on the employee's behalf, and further provided that such repair or replacement is not covered by other applicable insurance policies or provisions.

## **Retirement Benefits**

**Section 14.1** The Village shall continue to provide § 384.d of the New York State and Local Police and Fire Retirement System on a noncontributory basis for all eligible employees covered by this Agreement.

## **Discipline**

### **Section 15.1 Employee Rights**

- (a) An employee shall be entitled to representation by MPFA in disciplinary matters. Probationary employees are exempt from this Article.
- (b) No employee shall be requested to sign any statement regarding his/her incompetence or misconduct unless the employee is offered the right to have MPFA representation.
- (c) An employee shall not be coerced, intimidated, or caused to suffer any reprisals, either directly or indirectly, that may adversely affect his/her hours, wages or working conditions as the result of the exercise of his/her rights under this Article.

### **Section 15.2 Cause for Disciplinary Action**

The Village may discharge or otherwise discipline any employee for incompetence or misconduct as outlined in Section 75 of the Civil Service Law.

### **Section 15.3 Types of Disciplinary Action**

Disciplinary action shall take the form of written reprimands, demotions, suspension, discharge or fines.

### **Section 15.4 Discipline and Discharge Procedures**

- (a) Section 75 of the Civil Service Law shall define the exclusive grounds and procedures for the imposition of disciplinary action by the Village of each permanent employee covered by this Agreement who has successfully completed his/her probationary period. The procedure for appealing any such determination in disciplinary proceedings shall be as provided under Section 76 of the Civil Service Law. Therefore, such disciplinary matters shall not be subject to review under Article 15.5 of this Agreement.
- (b) The Village agrees to provide the Unit President a copy of any Section 75 charges preferred by the Village against an employee pursuant to this Article.
- (c) Any employee covered by this Agreement working in a probationary status may be disciplined or discharged at the sole discretion of the Village and such action shall not be reviewed under Article 15.5 of this Agreement.

### **Section 15.5 Agreement Grievance and Arbitration Procedures**

A grievance shall be defined as a controversy, dispute or difference arising out of the interpretation or application of this contract (except for grievances concerning discipline or discharge, which will be processed in accordance with the procedures set forth in Article 15.1 – 15.4).

Step 1: The grievance shall be first presented in writing by the MPFA or a member to the Chief or the First Deputy Chief and the Village liaison within fifteen (15) days of when the MPFA or member, either knew or should have known of the grievance, and shall then be considered by the Village Board of Trustees at its next monthly meeting.

Step 2: If the grievance remains unresolved after Step 1, and if the parties mutually agree, there may be an additional meeting between the Mayor and/or his designees and up to three representatives of the MPFA. If this meeting is not held within 15 days of the Village Board of Trustees meeting in Step 1, this step will be considered complete, and the grievance deemed waived.

Step 3: If the grievance remains unresolved after either Step 1 or 2, then the MPFA may submit the grievance, in writing (with a copy to the Village), to the American Arbitration Association for the selection of an arbitrator to resolve the grievance in accordance with its rules and regulations. The arbitrator shall have no authority to amend, nullify, ignore, add to or subtract from the provisions of this Agreement, or to render any decision which is contrary to, or inconsistent with applicable laws, rules or regulations that have the force and effect of law. The decision of the arbitrator shall be final and binding on both parties to this Agreement if rendered within the limitations of this section. The cost of arbitration, excluding the initial filing fee, shall be borne equally by the Village and the MPFA.

## **Job Titles**

**Section 16.1** Fire Department job titles, for persons covered under this Agreement and in compliance with Onondaga County Civil Service Commission Standards, shall consist of the following:

(a) Civil Service Firefighter/Emergency Medical Technician.

**Section 16.2** All Firefighter/Emergency Medical Technicians shall be New York State certified EMTs.

## **Out-of-Title Work**

**Section 17.1** No person shall be employed under any title not appropriate to the duties to be performed, and no person shall be assigned to perform duties of any position unless he/she has been duly appointed, promoted, transferred or reinstated to such position in accordance with the provisions of the Civil Service Law, Rules and Regulations.

## **No Discrimination**

**Section 18.1** Neither the Village nor the MPFA shall discriminate against any employee, or applicant for employment, in a manner which would violate any applicable law because of age, sex, race, creed, color, national origin, disability or marital status.

**Section 18.2** With respect to compliance by the Village with the provisions of the American With Disabilities Act ("ADA" or "Act"), and the regulations issued pursuant to the Act, the MPFA agrees that it shall have the same obligations as the Village

with respect to reasonable accommodations. With respect to the Village's attempt to afford reasonable accommodation in accordance with the provisions of the ADA and regulations issued pursuant to the Act, the MPFA shall have an affirmative obligation to assist the Village in achieving any such accommodation.

### **Management Rights**

**Section 19.1** This Agreement, upon ratification, supersedes all prior practice and agreements, whether oral or written, unless expressly stated to the contrary herein, and constitutes the complete and entire agreement between the parties, and concludes collective bargaining for its term unless otherwise expressly provided herein.

**Section 19.2** The Village and MPFA, for the duration of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, including the impact of the Village's exercise of its rights on wages, hours or terms of employment. This paragraph does not waive any right to bargain over any subject or matter not referred to or covered in this Agreement which is a mandatory subject of bargaining and concerning which the Village may consider changing during the term of this Agreement.

**Section 19.3** Except as expressly limited by other provisions of this Agreement, all of the authority, rights and responsibilities possessed by the Village are retained by it, including but not limited to, the right to determine the mission, purposes, objectives and policies of the Village; to determine the facilities, methods, means and number of personnel required for the conduct of the Village programs; to determine whether and to what extent the work required in operating its business and services shall be performed by employees covered by this Agreement; to examine, select, recruit, hire, appraise, train, retrain, promote, assign or transfer employees pursuant to law; to direct, deploy and utilize the work force; to establish specifications for each class of positions in accordance with applicable law; to discipline or discharge employees in accordance with applicable law and the provisions of this Agreement; and to determine scheduling of working times and the number of hours to be worked, subject to such regulations governing the exercise of these rights as are expressly provided in this Agreement. These rights of the Village are not inclusive, but indicate the types of matters or rights which are inherent to the employer. Any and all rights, powers and authority that the Village had prior to entering into this Agreement are retained by the Village, except as expressly and specifically abridged, deleted, granted or modified by this Agreement.

### **Savings Clause**

**Section 20.1** Should any term or provision of this contract be in conflict with any state or federal statute or other applicable law or regulation binding upon the Village, such law or regulation shall prevail. In such event, however, the remaining terms and provisions of this Agreement will continue in full force and effect.

## **Employee Handbook**

**Section 21.1** The MPFA recognizes that the Village has in place an employee handbook. In the event of a conflict between the handbook and this Agreement, the terms of this agreement shall govern. The MPFA recognizes that the employee handbook is not part of this Agreement.

### **Section 21.2 Sick Leave**

Notwithstanding anything in the employee handbook to the contrary, each employee shall be credited with forty-eight (48) hours of sick leave each January 1<sup>st</sup>. Effective January 1, 2008, the sick leave accrual shall be increased to seventy-two (72) hours.

Newly hired unit employees shall be credited with twelve (12) hours of sick leave upon the completion of each full three (3) calendar months of employment during the newly hired employee's first calendar year of employment.

### **Section 21.3 Personal Leave**

The employee handbook and this Agreement shall be consistent with respect to personal leave accruals. In particular, each employee shall be credited with four (4) personal days annually. Notwithstanding this, each newly hired unit employee shall be credited with one (1) personal day at the time of hire and additional personal leave days during his/her first eighteen (18) months of employment as follows:

<u>Length of Service</u>	<u>Total Number of Credited Days</u>
After 3 months	One (1) additional day
After 6 months	One (1) additional day
After 9 months	One (1) additional day
After 12 months	One (1) additional day
After 15 months	One (1) additional day
After 18 months	Two (2) additional days

Each personal day is equal to twelve (12) hours of paid leave time.

### **Section 21.4 Vacation Leave**

The employee handbook and this Agreement shall be consistent with respect to vacation leave accruals. In particular, each newly hired unit employee shall accrue one (1) day of vacation per each two (2) months of service up to a maximum of five (5) days of vacation leave in a calendar year. This accrual procedure shall be in effect until the newly-hired employee's second January 1 date of employment. For example, an employee hired on June 1, 2007 would be subject to this accrual procedure until January 1, 2009. Upon reaching the employee's second January 1 date of employment, the employee will be credited with vacation leave in accordance with the following schedule:

<u>Length of Service</u>	<u>Vacation Leave (credited on January 1)</u>
At least 1 full year of service	2 weeks
After 6 full years of service	3 weeks

After 15 full years of service	4 weeks
After 22 full years of service	5 weeks

Each “day” of vacation leave is equal to twelve (12) hours of paid leave time. A “full year of service” is defined as January 1 through December 31.

#### **Section 21.5 Holiday Compensation**

Notwithstanding anything in the employee handbook to the contrary, when a unit employee is required to work on any of the following major holidays, he/she shall be paid at two times (2X) his/her regular hourly rate for all hours worked during the designated twenty-four (24) hour holiday period for the particular holiday: New Year’s Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. With respect to the New Year’s Day and Christmas holidays, the premium pay period shall start at 5:30 p.m. on the holiday eve and end at 5:30 p.m. on the day of the holiday. With respect to the other four (4) designated holidays, the premium pay period shall start at 7:30 a.m. on the actual holiday and end at 7:30 a.m. the following day. To be eligible for such holiday premium pay, the employee must actually work his/her scheduled shifts immediately prior to and immediately after the holiday. Otherwise the time actually worked on the holiday shall be paid at the applicable straight time or overtime rate of pay as the case may be. There shall be no compounding or pyramiding of holiday pay.

#### **Section 21.6 Health Insurance Buyout**

- (a) As a supplement to the employee handbook provisions related to health insurance, effective January 1, 2008 and for each calendar year thereafter, each employee covered by this Agreement who elects in advance in writing by the preceding November 1<sup>st</sup> to discontinue his/her active participation in the Village’s health insurance program, and who has been an active participant in said program for at least one (1) year immediately preceding such election, will receive an annual stipend of \$1,000 per year for foregoing individual coverage or \$3,000 per year for foregoing family coverage, payable in equal installments throughout the year of election, provided the employee provides written proof of alternate health insurance coverage from another source. Such payments shall be subject to the Village’s Internal Revenue Code Section 125 plan.
- (b) The employee will have the right to return to Village coverage, pursuant to the particular health plan’s rules, regulations, restrictions and conditions concerning same, either: (i) if the employee loses his/her alternate coverage due to death, divorce or loss of insurance for other qualifying reasons beyond the employee’s control; or (b) during the Village’s open enrollment periods. Opt-out payments shall cease upon the employee’s return to Village coverage.

#### **Economic Depreciation**

**Section 22.1** Any economic benefits provided by the Village that are reduced by cause of the Village shall be negotiated upon demand of the MPFA.

## **Labor/Management Committee**

**Section 23.1** Conferences between no more than five (5) representatives of the Village and no more than three (3) representatives of the MPFA will be arranged upon request of either party to discuss important matters and methods of improving their relationship. Arrangements for such meetings shall be made in advance including the preparation of written agendas for the meetings which shall be held at reasonable hours as mutually agreed upon by the parties. Employees acting on behalf of the Association shall suffer no loss of time or pay should such meetings fall within their regularly scheduled work hours. In order to have frank and open discussion, the Labor/Management Committee shall have no authority to change, delete from, add to or modify any of the terms of this Agreement, or to settle grievances arising under this Agreement.

**Section 23.2** The Village and the Association also agree that the issue of the Village's policy concerning uniforms for the employees covered by this Agreement shall be referred to the Labor/Management Committee.

## **Health Insurance**

**Section 24.1** The Village shall continue to make available to bargaining unit members and their eligible dependents group health and hospitalization benefits substantially comparable to, or better than, those of the POMCO Plan "D" as it existed immediately prior to the execution of this Agreement or as it may be amended from time to time. The Village shall also offer the option of enrollment in POMCO Plan "C", as an alternative to POMCO Plan "D", but only for those employees hired prior to the ratification date of this Agreement.

### **Section 24.2 Premium Cost Sharing**

For those employees enrolled in POMCO Plan D, the Village shall assume eighty-five percent (85%) of the gross premium cost of the health benefits for individual coverage or any form of dependent coverage. The employee shall bear the remaining premium cost of said health benefits. For those employees enrolled in POMCO Plan C, the Village shall assume eighty percent (80%) of the gross premium cost of the health benefits for individual coverage or any form of dependent coverage. The employee shall bear the remaining premium cost of said health benefits.

**Section 24.3** The Village reserves the right to change or provide alternate insurance plans or carriers, HMOs, or benefit levels, or to self-insure, as it deems appropriate for any form or portion of health and hospitalization coverage referred to in this Article, so long as the new coverage and benefits are, when viewed as a whole, substantially comparable to, or better than, the programs existing at the time of any such change. The Village agrees to consult with the MPFA prior to any such change. However, the Village will not be responsible for changes unilaterally imposed by any insurance provider, third-party administrator, or HMO, in benefits, co-payment provisions, or deductibles so long as the Village uses its best efforts to minimize changes by incumbent insurance providers, third-party administrators, and HMOs from one plan year to another.



The extent of coverage under the benefit plans, including any HMOs and/or self-insurance plans referred to in this Agreement, shall be governed by the terms and conditions set forth in said policies or plans. Any questions or disputes concerning said insurance policies or plans or benefits thereunder shall be resolved in accordance with the terms and conditions set forth in said policies or plans and shall not be subject to the grievance procedure set forth in this Agreement.

**Section 24.4** A married couple employed by the Village will each retain individual health insurance plans, provided there are no dependent children, or a single family plan if there are covered dependent children.

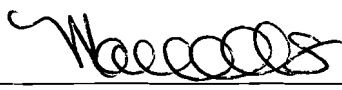
### **Taylor Law**

**Section 25.1** IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFOR, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

### **Term of Agreement**

**Section 26.1** This Agreement shall be in full force and effect from March 1, 2007 to February 28, 2011. Both parties agree to meet during the month of January annually to discuss any contract related issues. This contract will be officially opened when both parties agree to do so.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective representatives on this 18<sup>th</sup> day of DECEMBER, 2007.

SIGNED:   
Mayor Mark Olson, Village of Fayetteville

DATED: 12/18/07

SIGNED:   
Jeffrey Jones, President, MPFA

DATED: 12-15-07

## **Addendum "A"**

### **MANDATION POLICY**

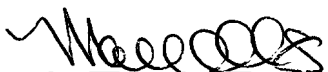
1. Personnel shall be given at least thirty (30) days written notice of a scheduled mandatory staff meeting or other mandatory session or event (e.g., training).
2. Personnel shall be required to date and sign receipt of the notice which shall be posted in the "Shift Book." The employee's signature only confirms that he/she has received the notice, but will not be interpreted that said employee shall be attending the staff meeting.

In the event that an emergency "event" is needed, the Chief and/or his designee shall still attempt to obtain signed employee acknowledgements regarding notification. However, should the need be so emergent that this type of documentation is impossible to obtain by the Chief and/or his designee, then telephone notification to employees is authorized and acceptable to both the Village and Local 3316 provided direct telephone conversation occurs between the employee and the Chief and/or his designee; an unacknowledged message left on an employee's home answering machine, cellular phone voice mail, pager or sent electronically via an employee's work or personal e-mail shall not be sufficient for disciplinary action in the event the employee does not attend the emergency staff meeting. Also, in this situation, no documentation shall be required of the employee to explain his/her absence. This stipulation recognizes that, while off duty, employees may be unreachable as, for example, the employee may be out of town.

3. Employees who are not normally scheduled to work during the time period of the mandated staff event shall be paid an overtime rate of one and one-half (1½) times their normal hourly rate.
4. If the event is scheduled on a Village recognized holiday, and the employee is not normally scheduled to work during the time period of the staff meeting, then the employee shall be paid a holiday rate of double time and one-half (2½) his/her normal hourly rate.
5. Employees not scheduled to work at the time of the mandated staff meeting or event shall be paid a minimum of three (3) hours for attendance.
6. Employees are not exempt from attending mandated events because of employment with another employer except in the event of an emergent meeting in which the employee is not able to arrange coverage with his/her other employer for said time period. Unforeseen or unavoidable circumstances shall be acceptable reasons for an employee's absence from a mandatory staff meeting (i.e., illness, vacation, family emergencies).
7. If employees are unable to attend a mandatory event then they shall notify the Fire Chief and/or his designee, in writing, at the earliest possible opportunity. This written notification shall include an explanation for the expected absence and shall be signed and dated by the employee.


8. In the event of a last minute circumstance which prevents an employee from attending a mandated event, the employee shall make notification by telephone or e-mail to the Fire Chief or the Fire Captain which includes the reason for the employee's absence. If both officers are unavailable, then the employee shall notify another career staff member working the day of the mandated event with such notification then being relayed to the Fire Chief or Fire Captain at the earliest possible time.
9. Absence without a reasonable excuse or appropriate notification shall result in the following progressive discipline:
  - a) First offense – Written warning to the employee from the Fire Chief.
  - b) Second offense – Two (2) day suspension without pay.
  - c) Third offense – Four (4) day suspension without pay.
  - d) Fourth offense – Ten (10) day suspension without pay.
  - e) Fifth offense – A fifth violation of this policy may result in a greater suspension without pay as deemed appropriate by the Village or termination from employment, but does not supersede the employee's right to grieve and/or appeal the decision pursuant to Article 15.5 of the Collective Bargaining Agreement.
10. Employees shall sign and date receipt of a written warning as they would for any penalty regarding this issue (Addendum A). As allowed by N.Y.S. statute and the C.B.A., employees shall have the right to representation during any meeting with the Fire Chief or any Village representative which may result in employee discipline; such Local 3316 representation shall be offered in writing by the Chief to the employee before any such meeting.
11. Progressive discipline shall be effective and applicable for a period of four (4) years from the date of the first offense.
12. Any discipline served shall be expunged from an employee's personnel file four years (4) after the last unexcused absence from a mandatory staff meeting.

FOR THE VILLAGE OF FAYETTEVILLE

  
\_\_\_\_\_  
Mayor Mark Olson  
Village of Fayetteville

DATE: 12/18/07

FOR THE TOWN OF MANLIUS PROFESSIONAL FIREFIGHTERS  
ASSOCIATION, IAFF Local 3316

  
\_\_\_\_\_  
President Jeffrey Jones  
IAFF Local 3316

DATE: 12-15-07

**MEMORANDUM OF AGREEMENT  
BY AND BETWEEN  
THE VILLAGE OF FAYETTEVILLE  
AND  
THE MANLIUS PROFESSIONAL FIREFIGHTERS ASSOCIATION  
IAFF LOCAL 3316**

WHEREAS, the Village of Fayetteville ("Village") and the Manlius Professional Firefighters Association ("MPFA") are parties to a Collective Bargaining Agreement covering the period of March 1, 2007 - February 28, 2011 with regard to a unit of employees in the Village's Fire Department working in the job title of Firefighter/EMT; and

WHEREAS, the Village has created a new position with the job title of Firefighter/EMT (Basic); and

WHEREAS, Section 1.4 of the Collective Bargaining Agreement provides in pertinent part that when new titles are created by the Village that appear to be within the scope of the MPFA's collective bargaining unit, the Village will consult with the MPFA to determine whether the new title should be included in the bargaining unit; and

WHEREAS, the Village and the MPFA have so consulted and have reached an agreement that the new title of Firefighter/EMT (Basic) should be included in the MPFA's bargaining unit; and

WHEREAS, the Village and the MPFA have also reached an agreement with regard to the salary and other terms and conditions of employment for said new position;

NOW, THEREFORE, it is agreed that the job title of Firefighter/EMT (Basic) is hereby placed in the MPFA's bargaining unit; and

BE IT FURTHER AGREED, that the terms and conditions of employment specified in the aforementioned Collective Bargaining Agreement shall apply with full force and effect to any incumbent employee in the new position of Firefighter/EMT (Basic); and

BE IT FURTHER AGREED, that Section 1.3 of the Collective Bargaining Agreement is hereby amended to read in its entirety as follows:

The MPFA represents those employees of the Village holding a regular, full-time position of "Firefighter/EMT" or "Firefighter/EMT (Basic)". All other Village officers and employees shall be excluded from the bargaining unit, including but



not limited to employees in a position other than "Firefighter/EMT" or "Firefighter/EMT (Basic)", and all part-time, temporary, seasonal, and casual employees.

AND BE IT FURTHER AGREED, that Section 5.2(c) of the Collective Bargaining Agreement is hereby amended by the addition of the following provision:

The minimum starting salary level for new employees in the bargaining unit in the job title of Firefighter/EMT (Basic) shall be as follows:

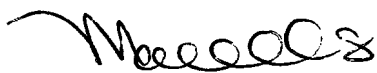
\$34,900 effective March 1, 2007

\$36,100 effective March 1, 2008

\$37,300 effective March 1, 2009

\$38,500 effective March 1, 2010

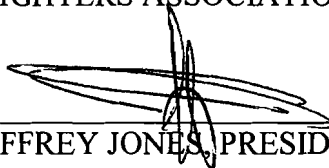
FOR THE VILLAGE OF FAYETTEVILLE



MAYOR MARK OLSON

Dated: 2/24/08

FOR THE TOWN OF MANLIUS PROFESSIONAL  
FIREFIGHTERS ASSOCIATION, IAFF LOCAL 3316



JEFFREY JONES, PRESIDENT

Dated: 2-24-08

